IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO. 477 OF 2003

IN

SUM. SUIT NO. 932 OF 2003

Jindal Vijaynagar Steel Ltd. ..Plaintiffs.

vs.

Ketan Construction Ltd., .. Defendants.

Mr. Shyam Diwan with D.G. Rangrao for plaintiffs.

Mr. N. Engineer i/by Mulla & Mulla

for defendants.

CORAM : S.U. KAMDAR, J.

DATE : 16th August, 2005.

P.C.

. The goods in the present case are delivered prior to May 1999 as mentioned in para. 3 of the plaint. It is the case of the plaintiff that there has been an acknowledgement of liability by letter dated 10.1.2000. Thereafter though there are correspondence, there is no acknowledgment of liability nor part payment. Even if the date of acknowledgement of liability is taken as 10.1.2000 still the suit filed on 17.2.2003 is clearly beyond

the period of limitation. In view of the aforesaid fact, unconditional leave to defend.

2. Suit transferred to the list of Commercial Causes. Written Statement or points of defence to be filed four weeks from today. Affidavits list of documents to be filed within four weeks thereafter. Inspection within four weeks thereafter. Suit to be on Board of the learned Judge taking Commercial Causes.